Conditions and warranties

iMotion Security DVR System Maintenance

Any computer technician or IT specialist, with or without specific security system training, can provide upkeep for this system. It's a 'PLUG & PLAY' system that works with Windows and INTEL processors. Most computer technicians are familiar with these types of products.

North American Affiliated Retailers Network

North American Affiliated Retailers Network: to be recognized throughout Canada as a top security service provider, we have joined the ranks of more than 450 DVR retailers in Canada and in the U.S., enabling to meet the security objectives of leading companies as well as many of their Canadian branches.

Warranty

Effective during a three (3) month period from completion of onsite installation and for twelve (12) months for work executed in our workshop. iMotion Security guarantees that any part of the system proving to be defective in wiring or workmanship within ninety (90) days of the date of completion of installation will be replaced at iMotion Security's discretion, with a new or functionally operative spare part. Materials and labour required to repair or replace defective components will be free of charge during a ninety (90) day period following the completion of the original installation.

The warranty period for all accessories, cameras, etc., sold with the iMotion Security system is the same as that of the item's manufacturer. Travel time for any iMotion Security representative to make home repairs will be billed according to that representative's hourly rate.

Labour (Fee)

iMotion Security will bill at $79/hour for services rendered conforming to the current contract with its technicians, in addition to relevant travel costs. A minimum of 1 hour will be billed regardless of the duration of the visit.

Installation Requirements

The customer must provide a power outlet solely for the DVR system and an Internet connection situated within a 6-foot radius of the system's location, and proceed, if this is the case, with the necessary electrical instalments. iMotion Security will provide the necessary components for connecting all the purchased equipment used.

Electricity

Electricity will be installed by your electrician and iMotion Security will convert the voltage current according to the purchased equipment's specifications.

Delivery

Unless otherwise indicated, delivery will be within thirty (30) working days from the order date.

Programming

The Customer can personally program a system user's access protocols and configure PTZ cameras for automatic scanning. A user manual is installed in each iMotion Security DVR and comes with appropriate software and licensing. The Customer is the principal administrator of their security system.

Conditions and warranties

Special Equipment – Installation

Unless otherwise indicated, the Customer must provide, and cover the costs for, specialized equipment, such as a Giraffe Microphone Stand with Boom, needed for onsite installation.

Equipment Location

The Customer cannot change the equipment location specified in the sales contract without iMotion Security's prior approval. The Customer must specify the exact new location to iMotion Security for approval. Relocation of the equipment must always be done by iMotion Security and at the Customer's cost. Failing this, iMotion Security will no longer be obligated to furnish its services to the Customer while the Customer must still cover any service charges in effect. The new location cannot be more than 50 km from a iMotion Security service centre.

Terms of Agreement

iMotion Security will provide service as per the indicated start date on the sales contract. iMotion Security's obligation to ensure equipment maintenance will end on the expiry date as stipulated in the sales contract. From this date, iMotion Security is under no obligation to provide any services. This agreement will be automatically renewed during consecutive periods during the year unless one of the contract's present parties terminate the contract by written notice no later than sixty (60) days prior to the expiry of the current contract period. If the conditions of sales contract are renewed, the Customer will be charged at the rate set by iMotion Security at the renewal date. Under the condition that the Customer wishes to evade contract renewal as specified in the present section, the Customer does not have the right to terminate this agreement during the duration of the contract.

Maintenance

During the duration of the contract, iMotion Security is responsible for normal equipment maintenance as described in the sales contract, and this at the installation site, as well as for all additional equipment added at one time or another, as agreed upon by the both parties so as to ensure good functioning of the equipment. Services included are: inspection, cleaning, lubrification, adjustments and repairs to the equipment conforming to the maintenance schedule established in the contract, replacing defective parts and any other modification to the equipment deemed necessary by iMotion Security (Preventive Maintenance). iMotion Security will respond to all unscheduled maintenance requests to repair an equipment defect (Corrective Maintenance). iMotion Security will also perform Preventative and Corrective Maintenance (globally called `Maintenance') between 8:30 am and 4:30 pm from Monday to Friday.

Non-included Services

The following services are not provided by iMotion Security within the terms of the contract: maintenance outside of maintenance hours stipulated in this agreement, including the continuation maintenance already in progress after maintenance hours, repairing damages to all or part of the equipment resulting from an accident, transport, negligence or improper use by the customer, a blackout, a malfunction of humidification system, fire, flooding, theft, act of God or any other cause than normal wear and tear.

Customer Commitment

The customer agrees, during the service period defined by the current contract, to • keep the equipment in a location and in a way that ensures the proper functioning of said equipment • allow for a suitable workspace in which iMotion Security employees or contractors can do their maintenance work • designate a person (main user) responsible for the equipment that will be properly trained as to the good use of the equipment and who will communicate with and place maintenance requests with iMotion Security.

Terms of Sales agreement (1 of 4)

iMotion Security shall have the right to increase the annual service charge after 1 year. In the event of termination prior to end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty). The Customer agrees to pay, in addition to the service charges that are impoosed by any government body, relating to the installation or service provided under this Agreement and to pay any increase in charges to iMotion Security for facilities required for transmision of signals under this Agreement. In the event iMotion Security's representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or ,failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer. Failure to pay amounts due shall give iMotion Security, in addition to any other remedies, the right to charge interest at the highest legal rate on the delinquent amounts. Customer agrees to pay all costs, and legal fees. The installation charge quoted in this Agreement is based on iMotion Security performing the installation with its own personnel. If for any reason yhis installation must be performerd by outside Contractors, said installation charge shall be subject to revision. Customer warrants that the Customer: (1) has requested the equipment/service specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed ot that Customer has the autority to engage iMotion Security to carry out the installation in the premises and (3) will comply with all laws, codes, and regulations pertaining to the use of the equipment/services.

A

Signal Receiving and Notification Service shall be provided by iMotion Security if the reverse side of this Agreement includes a charge for Signal Receiving and Notification Service and in the event an alarm signal registers at iMotion Security's Central Station, iMotion Security shall endeavour to notify the appropriate Police or Fire Departmentand the designated representative of the Customer. In the event a burglar alarm signal a fire signal registers at iMotion Security's Central Station, iMotion Security at its sole discretion, may endeavour to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, iMotion Security shall endeavour to notify promptly the appropriate Police Department or Fire Department. In the event a supervisory signal or trouble signal registers at iMotion Security's Central Station, iMotion Security shall endeavour to notify promptly the designated representative of the Customer.

In the event ALARM VERIFICATION SERVICE is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, a a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted.

It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

The Customer represents that any vault to be protected by iMotion Security hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada.

The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Schedule of Protection prior to setting the alarm system for closed periods, according to procedures prescribed by iMotion Security, and to notify iMotion Security promptly in the event that such equipment fails to respond to the test.

Communication Facilities - A. AUTHORIZATION - Customer authorizes iMotion Security to make requests for information, service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement B. DIGITAL COMMUNICATOR - If connection to the iMotion Security Central Station is to be by Digital Communicator, the Customer agrees to provide a connection via a registered telephone jack to a telephone channel required for the iMotion Security equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 3 meters (10 feet) of the iMotion Security Control Panel. If requested by the Customer, iMotion Security shall provide such connection at the cost of the Customer. The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that iMotion Security does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph E of this Agreement.

Terms of Sales agreement (2 of 4)

B

Warranty: If direct sale is indicated on the reverse side, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at iMotion Security's option with a new or functionally operative part. Labour and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation.

This Warranty does not apply to the conditions listed below and in the event Customer calls iMotion Security for service under the Warranty and upon inspection by iMotion Security's representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of iMotion Security's representative whether a not he/she actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by Warranty, a charge will be made for such work at iMotion Security's then applicable rates for labour and material. Service will be furnished by iMotion Security during its normal working hours, 8:00 AM. to 4:30 P.M., Monday through Friday, except holidays.

Conditions not covered by Warranty A. Damage resulting from accidents, acts of God, alteration, misuse, tampering a abuse. B. Failure of the Customer to properly follow operating instructions provided by iMotion Security at time of installation or at a later date. C. Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials a insufficient light on the area viewed by the camera(s). D. Trouble due to interruption of commercial power a to the phone service E) Batteries.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING iMotion Security'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. iMotion Security SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY iMotion Security OR NEGLIGENCE OF iMotion Security OR OTHERWISE.

C

Maintenance - If the reverse side of this Agreement indicates this service is being provided, iMotion Security will, upon Customer's request, provide ordinary maintenance and repair of such system due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of iMotion Security, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 3 meters (10 feet) of the iMotion Security Control Panel. It is mutually agreed that the work of installation and iMotion Security's repairs of the system shall be performed between the hours of 8:00 A.M. and 4:30 P.M., exclusive of Saturdays, Sundays and holidays.

EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Conditions not covered by warranty listed above in paragraph B. It is understood and agreed that iMotion Security's obligation relates to the maintenance solely of the specific protection system, and that iMotion Security is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by iMotion Security. If not contracted for before the expiration of the Warranty, iMotion Security will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labour and/or material at iMotion Security's then prevailing rates.

Inspections - iMotion Security will provide the number of inspections of the Alarm system only as specified on the reverse side of this Agreement between the hours of 8:00 AM. and 4:30 P.M., exclusive of Saturdays, Sundays and holidays and subject to the exclusions set forth above for maintenance.

Terms of Sales agreement (3 of 4)

D

IF INVESTIGATOR RESPONSE SERVICE is being furnished as indicated on the reverse side, the levels available are as follows:

Level I - Exterior Investigation Upon receipt of a burglar alarm signal from the Customer's premises, iMotion Security, in addition to notifying the Police Department as indicated above, will endeavour to notify the Customer's designated representative and also endeavourto dispatch a representative to the Customer's premises~ The representative will make an investigation of the exterior of the premises from his vehicle~ At the conclusion of the representative's investigation iMotion Security will notify the Customer's designated representative of the results of the investigation.

Level II -Interior Investigation Upon receipt of a burglar alarm signal from the Customer's premises, iMotion Security, in addition to notifying the Police Department as indicated above, will endeavourto dispatCh a representative~ The representativewill conduct an exterior investigation and then enter the Customer's premises with keys which must be provided by the Customer and make aninteriorinvestigation. However, if there is evidence of an attack, the iMotion Security representative will terminate his investigation until the police arrive~ The Customer's representative will then be notified if there has been an attack~ Otherwise a notice of the alarm will be left at the control unit.
For either level of investigation, the Customer authorizes and directs iMotion Security to cause the arrest of any person or persons unauthorized to enter Customer's premises and to hold that person or persons until released by the Customer or an authorized known representative, and in such cases to indemnify iMotion Security against any liability, cost or expense in consequence of such arrest. If the Customer requests that the iMotion Security Representative remain at the premises pending Customer's arrival, and iMotion Security agrees to comply, the Customer will be charged at iMotion Security's then prevailing rate for labour.

E

IT IS UNDERSTOOD THAT iMotion Security IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO iMotion Security HEREUNDER ARE
BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. iMotion Security MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF iMotion Security TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF iMotion Security AND AGREES THAT iMotion Security SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF iMotion Security SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR $1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY; AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF iMotion Security, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST iMotion Security MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT iS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED iMotion Security COMPANIES. IF THE CUSTOMER DESIRES iMotion Security TO ASSUME A GREATER LIABILITY, iMotion Security SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY iMotion Security OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD iMotion Security AS AN INSURER, IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST iMotion Security FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD iMotion Security HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND LEGAL FEES.

Terms of Sales agreement (4 of 4)

F

IF CCTV EQUIPMENT IS INVOLVED, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide
the 110 AC power supply where required as well as shelf or desk space for monitors.

G

At iMotion Security's option, the Customer may be charged for any false alarm caused by the Customer or for any unnecessary service run.

H

CANCELLATION - If Central Station or Direct Connection is furnished, this Agreement may be terminated at the option of iMotion Security if iMotion Security's Central Station is substantially damaged by fire or catastrophe, or if iMotion Security is unable to have connections or privileges necessary to transmit signals between the Customer's premises, iMotion Security's Central Station a the Municipal Fire or Police Department a other agency and iMotion Security shall not be liable foc any damages or subject to any penalty as a result of such termination.
It is understood and agreed that this Agreement maybe terminated by iMotion Security in the event that the Customer fails to follow any recommendations iMotion Security may make for the repair or replacement of defective parts of his/her system not covered under the Warranty or Maintenance Service Contract or in the event that the Customer's failure to follow the operating instnuctions provided by iMotion Security results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

I

iMotion Security ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES,
ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF iMotion Security, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

J

This Agreement is not assignable by the Customer except upon written consent of iMotion Security first being obtained. iMotion Security shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

K

If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

L

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND iMotion Security. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF iMotion Security. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITIED BY THE CUSTOMER.

I declare that I have read and agree to the terms and conditions of this present contract.

Signature: _____ Date: _____